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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

KAMBIZ KASHANI,

Plaintiff,

vs.

**UNUM LIFE INSURANCE
COMPANY OF AMERICA,**

Defendants

CASE NO.

**COMPLAINT FOR DISABILITY
BENEFITS UNDER ERISA**

[29 U.S. Code Section 1132(a)(1)(B)]

Plaintiff KAMBIZ KASHANI alleges:

1. Plaintiff, KAMBIZ KASHANI, is an individual who resided in Orange County, California, at the time of the benefit denial complained of herein.

2. On or about 2020, plaintiff was employed in the County of Orange, State of California, for AGILON HEALTH MANAGEMENT INC., as a project manager.

3. Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA, was

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2 the group long term disability plan sponsored by AGILON HEALTH
3 MANAGEMENT INC.; benefits for the plan were funded through a group
4 insurance policy purchased from and administered by defendant, UNUM LIFE
5 INSURANCE COMPANY OF AMERICA.
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7 4. The employer-sponsored group disability insurance policy and the claim
8 at issue in this action are governed by the Employee's Retirement Income Security
9 Act of 1974 (ERISA), 29 U.S. Code Section 1001. et. seq.

10 5. On or about November 16, 2020, plaintiff became disabled within the
11 definition of the insurance policy, and soon thereafter, and in a timely fashion, he
12 made a claim for disability benefits and waiver of life insurance premiums under
13 said policy; plaintiff remains disabled as defined by the plan to this date and
14 continues to be eligible for benefits under the plan.

15 6. UNUM LIFE INSURANCE COMPANY OF AMERICA paid long term
16 disability for approximately one (1) month and denied benefits thereafter.

17 7. Plaintiff made a timely administrative appeal of the denial thereby
18 exhausting his administrative remedy.

19
20 WHEREFOR, plaintiff prays judgment from the Court:

21 1. Declaring that plaintiff is covered for past and ongoing disability benefits
22 and waiver of life insurance premiums under the plan;

23 2. For past-due benefits in the amount of approximately \$5,500 per month
24 and continuing;

25 3. For reasonable attorney's fees;

26 4. For statutory interest;

27 5. For costs of suit herein;

28 6. For such other relief as the court deems proper.

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4 Dated: 10/14/2022

s/Alis E. Troya

5 Alis E. Troya, Attorney for Plaintiff

6 KAMBIZ KASHANI
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